

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

Case No. 04-45172 RJK  
Chapter 13

In Re:

Daniel L. Voker,  
Debtor,  
  
Teresa A. Morse,  
Co-Borrower.

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**NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY  
AS TO DEBTOR AND AS TO CO-BORROWER**

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TO: Debtor Daniel L. Voker; his attorney Richard J. Pearson; Co-Borrower Teresa A. Morse  
United States Trustee; and all other entities specified in Local Rule 1204 (a):

1. General Motors Acceptance Corporation, ("GMAC") a secured creditor in this Chapter 13 proceeding, by and through duly authorized and undersigned attorneys, moves the court for the relief requested below, and gives notice of hearing.

2. The court will hold a hearing on this motion on **October 28, 2004, at 2:00 p.m.**, before the Honorable Robert J. Kressel, United States Bankruptcy Judge, in Courtroom No. 8 West, United States Courthouse, 300 South Fourth Street, Minneapolis, Minnesota 55415.

3. Any response to this motion must be filed and delivered not later than, October 25, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or filed and served by mail no later than October 19, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays).

UNLESS A RESPONSE OPPOSING THIS MOTION IS TIMELY FILED, THE  
COURT MAY GRANT THE MOTION WITHOUT A HEARING.

4. This court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005, and Local Rule 1070-1. This is a core proceeding. The petition commencing this Chapter 13 case was filed on September 15, 2004. The case is now pending in this court.

5. This motion arises under 11 U.S.C. § 362 and Bankruptcy Rule 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 5005-4, 9006-1, 9013-1 and 9017-1. GMAC requests relief from the automatic stay under §362 of the Bankruptcy Code to foreclose its security interest in certain personal property of the debtor as defined below.

6. On January 3, 2002, the debtor, Daniel L. Voker executed a promissory note and security agreement in favor of GMAC, in the original principal amount of \$16,476.00, plus interest thereon at the stated rate, payable according to the terms and conditions therein, a copy of which is attached hereto as **Exhibit "A"**. Security for the promissory note consists of a security interest in a motor vehicle, 2001 Pontiac Montana, VIN # 1GMDX03E41D177886 and proof of perfection of GMAC's security interest is attached hereto as **Exhibit "B"**.

7. On January 3, 2002 the co-borrower Teresa A. Morse, who is not a debtor in this action, also executed a promissory note and security agreement in favor of GMAC, in the original principal amount of \$16,476.00, plus interest thereon at the stated rate, payable according to the terms and conditions therein, a copy of which is attached hereto as **Exhibit "A"**. Security for the promissory note consists of a security interest in a motor vehicle, 2001 Pontiac Montana, VIN # 1GMDX03E41D177886 and proof of perfection of GMAC's security interest is attached hereto as **Exhibit "B"**.

8. Debtor's Plan provides for surrender of the vehicle to GMAC. The promissory note is in default for failure to make payments when due since July, 2004, a delinquency of approximately \$1,051.94. As of September 15, 2004, the amount due was a payoff balance of approximately \$11,399.00. The debtor, Daniel L. Voker intends to surrender possession of the vehicle to GMAC. On information and belief, the value of the vehicle is \$14,300.00 and the debtor and co-borrower have no appreciable equity in the vehicle.

9. DCS seeks relief from the automatic stay to foreclose its personal Property security interest in the vehicle and to pursue its non-bankruptcy remedies against the Co-Borrower.

10. Pursuant to 11 U.S.C. § 362(d)(1) and 1301, a creditor may be granted relief from the automatic stay for cause, including lack of adequate protection. GMAC believes that cause exists to grant it relief from the automatic stay to foreclose its personal property security interest, for the following reasons:

- a. GMAC has not been offered and is not being provided with adequate protection for its interest in the vehicle;
  - b. The vehicle subject to GMAC's security interest continues to depreciate and decline in value; and
  - c. The debtor and Co-Borrower have stopped making payments to GMAC.
- The debtor intends to voluntarily surrender to GMAC possession of the vehicle.

11. Pursuant to 11 U.S.C. § 362(d)(2) and §1301, a creditor may be granted relief from the automatic stay if there is no equity in the property which is the subject of the motion, and property is not necessary for an effective reorganization. Here, the debtor and co-borrower have no equity in the vehicle which is the subject of this motion, and the vehicle is not necessary for an effective reorganization in this Chapter 13 liquidation proceedings.

12. If any testimony is necessary on any of the facts relative to this motion, testimony will be given by J. Wood, or some other representative of the Movant General Motors Acceptance Corporation.

WHEREFORE, GMAC requests entry of an Order granting the relief from the automatic stay of 11 U.S.C. § 362 and § 1301, to allow it to foreclose its personal property security interest described above for relief against the co-borrower, and for such other and further relief as the court deems just and equitable under the circumstances.

Dated: October 5, 2004

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn  
Marilyn J. Washburn, #0324140  
7700 Bonhomme Ave., 7th Floor  
St. Louis, MO 63105  
(314) 727-0101  
FAX (314) 727-1086  
Attorneys for GMAC

TERESA ANN MORSE  
DANIEL LOUGON VOKER  
5636 FREMONT AVE N  
BROOKLYN CENTER MN 55430 HENN

ITEN CHEVROLET CO.  
6701 BROOKLYN BLVD.  
BROOKLYN CENTER MN 55429

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you agree to buy the vehicle on credit under the agreement on the front and back of this contract. You agree to pay the Creditor the Amount Financed and Finance Charge according to the payment schedule shown below. The Finance Charge is figured on a daily basis at the Annual Percentage Rate on the unpaid balance of the Amount Financed. Description of Vehicle: You agree to buy and the Creditor agrees to sell the following vehicle:

New or Used	Year	Make and Model	Body Type	Vehicle Identification No.	Use for Which Purchased
USED	2001	PONTIAC MONTANA	VAN	1GMDX3E41D177886	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Business

If Used - Describe body and major items of equipment sold:

#### FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$
9.99 %	\$ 4609.20	\$ 16476.00	\$ 21085.20	\$ 28580.20

#### Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows:
60	\$ 351.42	Monthly beginning 02/18/2002	

Prepayment: If you pay off all your debt early you will not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

Additional Information: See the other side of this contract for more information including information about prepayment, default, any required representation in full before the scheduled date, and security interest.

#### ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including any accessories, services, and taxes)	\$ 21897.50 (1)
2 Total Downpayment: Net Trade-In \$ 7493.00	
- Cash Downpayment \$	N/A
- Other (Describe)	N/A
Your Trade-In is \$ 1994 DODGE CARAVAN	\$ 7495.00 (2)
Year Make Model	14402.50 (3)

#### 3 Unpaid Balance of Cash Price (1 minus 2)

4 Other Charges including Amounts Paid to Others on Your Behalf (Seller may be keeping part of these amounts):

A Cost of Required Physical Damage Insurance Paid to the Insurance Company Named Below - Covering Damage to the Vehicle	\$ N/A
B Cost of Optional Mechanical Repair Insurance Paid to the Insurance Company Named Below - Covering Certain Mechanical Repairs	\$ N/A
C Cost of Optional Credit Insurance Paid to the Insurance Company or Companies Named Below. Life \$ N/A Disability, Accident and Health \$	\$ N/A
D Official Fees Paid to Government Agencies	\$ N/A
E Taxes Not Included in Cash Price	\$ 206.50
F Government License and Registration Fees (license)	\$ 2.00
G Government Certificates of Title Fees	\$
H Other Charges (Seller must identify who will receive payment and describe payment)	\$ 1855.00
to or for	\$ N/A
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 2073.50 (4)
5 Amount Financed - Unpaid Balance (3 + 4)	\$ 16476.00 (5)

Insurance: If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions. Required Physical Damage Insurance: Physical damage insurance is required, but you may obtain it from anyone you want who is acceptable to the Creditor. The cost of this insurance is shown in 4A of the itemization above.

Insurance Company	N/A	Term	N/A months
<input type="checkbox"/> \$ Deductible Collision and other:		Optional Mechanical Repair Insurance:	N/A
<input type="checkbox"/> Full Comprehensive including Fire, Theft and Combined Additional Coverage		Term: <input type="checkbox"/> 36 months or 36,000 miles, whichever occurs first	
<input type="checkbox"/> \$ Deductible Comprehensive including Fire, Theft and Combined Additional Coverage		Term: <input type="checkbox"/> N/A	
<input type="checkbox"/> Fire, Theft and Combined Additional Coverage		<input type="checkbox"/> \$25 Deductible CBBB Deductible <input type="checkbox"/> \$100.00 deductible	
Optional, if desired - <input type="checkbox"/> Towing and Labor costs <input type="checkbox"/> Rental Reimbursement <input type="checkbox"/> <input type="checkbox"/> All Risk Equipment			

Optional Credit Insurance: Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign for them and agree to pay the additional cost. If you want this insurance, check the insurance desired and sign below. If you have chosen this insurance, the cost is shown in 4C of the itemization above. Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below. Check the insurance desired: ☐ Life (Buyer ☐ Co-Buyer ☐ Both) ☐ Disability, Accident and Health (Buyer Only)

(Name of Insurer)	(Home Office Address)
Under policy of designated insurer maximum amount of insurance under this contract is \$ N/A, and the total amount of insurance under this and any other insurance contracts of the Buyer is limited to \$	

Buyer Signature	Date	Co-Buyer Signature	Date
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THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

See the other side of this contract for other important agreements, including your agreement to give the Creditor a security interest in insurance premiums and proceeds.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS

You signed this contract and received a copy on (Date of signing) JANUARY 03 2002

Buyer Signs: *[Signature]* Co-Buyer Signs: *[Signature]*

Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The co-buyer or other owner agrees that the Creditor has a security interest in the vehicle and consents to the security interest.

Other owner Signs Here: *[Signature]* Title: *[Signature]*

Creditor Signs: ITEN CHEVROLET CO.

If Seller obtained this vehicle from General Motors Corporation (GM) on installment credit terms, Seller assigns its interest in this contract to GM under the terms of the GM Installment Sales Finance Plan - Terms of Substitution and Assignment agreement. Otherwise, Seller assigns its interest in this contract to General Motors Acceptance Corporation (GMAC) under the terms of the GMAC Retail Plan agreement.

Assigned with recourse	Assigned without recourse or with limited recourse
Seller By Title	Seller By Title

2002.3.23-8 14:10:24

OTHER IMPORTANT AGREEMENTS: (b)

**Finance Charge.** The Finance Charge is figured on a daily basis at the Annual Percentage Rate on the unpaid balance of the Amount Financed. The Creditor will apply each payment first to the earned and unpaid part of the Finance Charge, and then to the unpaid balance of the Amount Financed.

**Late Payments and Early Payments.** The amounts shown on the front of this contract for the Finance Charge, Total of Payments and the Total Sale Price are based on the assumption that you will make every payment on the Total Sale Price on time. If you do not pay the Finance Charge, Total of Payments and Total Sale Price on time, you will be more if you pay late and less if you pay early. If you are scheduled to make payments on equal, change will take the form of more or less than scheduled payments. If you pay late, the Finance Charge will be added to the scheduled payments of the same amount, with a smaller than scheduled payment, change will take the form of a larger than scheduled payment. The Creditor will send you a notice before the due date of the final scheduled payment. The notice will show the amount of the unpaid balance and the new payment schedule.

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**Ownership and Risk of Loss.** You agree to pay the Dealer for all you use under this contract even if this vehicle is damaged, destroyed or missing. You agree not to remove the vehicle to the United States or Canada, or to sell, rent, lease or otherwise dispose of the vehicle without the Dealer's written permission. You agree not to assign the vehicle to anyone, or to use the vehicle as collateral, or for any other purpose, without the Dealer's written permission. You agree to pay the Dealer for any damage to the vehicle, even if the vehicle was not the subject of judicial or administrative proceedings. You agree to pay the Dealer for any damage to the vehicle, even if the vehicle was not the subject of judicial or administrative proceedings. You will make sure the Dealer's signature is on the vehicle. If the vehicle is shown on the title, the Dealer will pay the repair bills, storage bills, taxes, fees, or other charges on the vehicle. You agree to repay the amount when the vehicle is sold.

**Security Interest.** You give the Creditor a security interest in (1) the vehicle being purchased, (2) any accessories, equipment and replacement parts installed in the vehicle, (3) any insurance premiums and charges for services rendered related to the Creditor, (4) any proceeds of insurance policies or services covered on the vehicle, and (5) any proceeds of insurance payable on your life or health that are insured in this contract. This becomes payment of all amounts you owe in this contract, and in any transfer, renewal, extension or assignment of this contract. It also secures your other obligations in this contract.

**Prepayment.** You may prepay the unpaid balance of the Amount Financed in full or in part at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of payment.

**Required Physical Damage Insurance.** You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. At any time during the term of this contract, if you do not have physical damage insurance which covers both the interest of you and the Creator in the vehicle, then the Creditor may buy it for you. If the Creator does not buy physical damage insurance which covers both interests in the vehicle, it may, if it decides, buy insurance which covers only the Creator's interest.

The Creditor is under no obligation to buy any insurance, but may do so if it desires. If the Creditor buys either of those coverages, it will let you know what type it is and the charges you must pay. The charge will be the premium for the insurance and a finance charge at the Annual Percentage rate shown on the form of this contract. You agree to pay the charge in equal installments with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that the Creditor can use any insurance settlement either to repair the vehicle or to apply to your debt.

**Optional Insurance or Service Contracts.** This contract may contain charges for optional insurance or service contracts. If the vehicle is repossessed, you agree that the Creditor may claim amounts under these contracts and terminate them to obtain funds for unpaid charges.

## References

Insurance or Service Contract Charges Returned to Creditor. If any charge for required insurance is returned to the Creditor, it may be credited to your account or used to buy similar insurance or insurance which covers only the Creditor's interest in the vehicle. Any refund on optional insurance or service contracts obtained by the Creditor will be credited to your account. You will be notified of what is done.

**Required Repayment in Full Before the Scheduled Date, if you fail to pay any payment when due; if a proceeding in bankruptcy, receivership or insolvency is opened by or against you or your property; or if you break any of the agreements in this contract (hurdles). The Creditor can demand that you pay all you owe on this contract at once (not just past due payments). The amount you owe will be the unpaid balance of the Amount Financed plus the earned and unpaid part of the Finance Charge, and any amounts due because you did not keep contract promises.**

31/12/2015

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (buyer) may have against the Seller(s) (seller/s), manufacturer of the vehicle or equipment obtained under this contract.

**Repossession of the Vehicle for Failure to Pay.** Repossession means that, if you fail to pay according to the payment schedule or if you break any of the agreements in this contract (default), the Creditor can take the vehicle from you. To take the vehicle the Creditor can enter your property, or the property where it is stored, as long as it is done peacefully. If there is any potential harm to the vehicle, such as driving, the Creditor can store it for you. Any accessories, equipment or replacement parts will remain with the vehicle.

**Cashing the Vehicle Check After Repossession.** If the Creditor repossessed the vehicle, you have the right to get it back (redeem) by paying the entire amount you owe on the contract (not just past due payments). The amount you owe will be the unpaid balance of the Amount Financed plus the earned and unpaid part of the Finance Charge, and all other amounts due, including the cost of taking and storing the vehicle and other expenses that the Seller or the Creditor has had. You must also cure any default in addition to repayment of what you owe. Your right to redeem will end when the vehicle is sold.

**Sale of the Repossessed Vehicle.** The Creditor will send you a written notice of sale at least 10 days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, the Creditor can sell it. The Creditor will use the net proceeds of the sale to pay all or part of your debt.

The net proceeds of sale will be figured this way. Any charges for taking and storing the vehicle, cleaning and advertising etc., and any auctioneer fees and commissions will be subtracted from the selling price.

If you owe the Creditor less than the net proceeds of sale, the Creditor will pay you the difference, unless required to pay it to someone else. For example, the Creditor may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, you will pay the Creditor the difference between the net proceeds of sale and what you owe when the Creditor asks for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate until you do pay all you owe to the Creditor.

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**Collection Costs.** If the Creditor hires an attorney to collect what you owe, you will pay the attorney's reasonable fee and any court costs. The attorney's fee will not exceed 15% of the amount that you owe.

**Delay in Enforcing Rights and Changes of this Contract:** The Creditor can delay or refrain from enforcing any of its rights under this contract without losing them. For example, the Creditor can extend the time for making some payments without extending others. Any change in terms of this contract must be in writing and signed by the Creditor. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable.

2.5.5.1

Warranties Seller Disclaims. You understand that the Seller is not offering any warranties and that there are no implied warranties of merchantability, of fitness for a particular purpose, or any other warranties, express or implied by the Seller, covering the vehicle unless the Seller provides a written warranty or service contract within 90 days from the date of this contract.

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The foregoing disclaimer of implied warranty does not apply if this contract covers a new vehicle that was obtained primarily for personal use unless you were informed in writing prior to signing this contract that the vehicle was sold on an "as is" or "with all faults" basis and that you bear the entire risk as to the quality and performance of the vehicle.

1245 29

An implied warranty of merchantability generally means that the vehicle is fit for the ordinary purpose for which such vehicles are generally used. A warranty of fitness for a particular purpose is a warranty that may arise when the dealer has reason to know the particular purpose for which you require the vehicle and you rely on the dealer's skill or judgment to furnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Notice of Substitution of Contract. If Seller obtained this vehicle from General Motors Corporation (GMC) on installment credit terms, this contract will be substituted by Seller for and replace the Seller's obligation to pay GMC for the vehicle you are purchasing. This substitution will not change the amount you have agreed to pay to Seller, the payment schedule, the finance charge or any of your rights and duties for this purchase. The terms of this contract are for your entire and only obligation to Seller, GM, or any

obligation to

המחלקה הכלכלית והמסחרית  
המחלקה הכלכלית והמסחרית  
המחלקה הכלכלית והמסחרית  
המחלקה הכלכלית והמסחרית

1. NAME : EDWIN S. SOROS  
 2. DATE : 10.11.11  
 3. TIME : 11:30

MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
DRIVER & VEHICLE SERVICES DIVISION  
445 MINNESOTA ST., ST. PAUL, MN 55101  
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

MORSE TERESA ANN  
VOKER DANIEL LOUGON  
5636 FREMONT AVE N  
BROOKLYN CENTER MN 55430

Year	PONT Make	ESMON Model	F0510P647 Title No.
01	PONT	ESMON	F0510P647
1GMDX03E41D177886 VIN	01/03/02 Security Date	NO Release	

RETAIN THIS DOCUMENT - See reverse  
side of this form for removing this lien.

GMAC  
PO BOX 8122  
COCKEYSVILLE MD 21

HSE937

1ST SECURE

LIEN 1

F U Per S \*

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In re:

Chapter 13

Daniel L. Voker,

Bky. No. 04-45172-RJK

Debtor(s).

**Affidavit of J. Wood**

I, J. Wood, of General Motors Acceptance Corporation, declare under penalty of perjury that the following is true and correct to the best of my knowledge, information and belief:


1. General Motors Acceptance Corporation has a security interest in the following (the "Collateral"):

U01 PONTMONTANA VIN/HIN: 1GMDX03E41D177886.

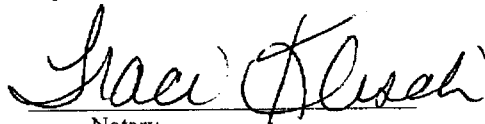
2. \$11,399.00 is the outstanding balance under the contract as of September 28, 2004.
3. \$1,051.94 is the amount of the existing delinquency under the contract.
4. \$14,300.00 is the fair market value of the Collateral.
5. Yes Appropriate insurance has been verified.
6. 1051.94 is the payment default under the Chapter 13 Plan.

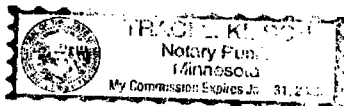
Further your affiant sayeth not.

Dated: 9/28/2004

  
\_\_\_\_\_  
J. Wood  
Bankruptcy Specialist  
General Motors Acceptance Corporation

Subscribed and sworn to before me on  
September 28, 2004

  
\_\_\_\_\_  
Notary





**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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Case No. 04-45172 RJK  
Chapter 13

In Re:

Daniel L. Voker,  
Debtor,  
  
Teresa A. Morse,  
Co-Borrower.

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**MEMORANDUM OF LAW**

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**INTRODUCTION**

General Motors Acceptance Corporation, ("GMAC") has made a motion for relief from the automatic stay. GMAC incorporates herein the facts set forth in the notice of hearing and motion for relief from stay.

There is one loan which is the subject of this motion secured by a security interest in a motor vehicle. The loan is in default for failure to make payments when due, and, the debtor intends to voluntarily surrender possession of the vehicle to GMAC. GMAC seeks relief from the automatic stay to foreclose its personal property security interest. There is no equity in the vehicle.

**ARGUMENT**

Pursuant to 11 U.S.C. § 362(d)(1) and § 1301, a secured creditor may be granted relief from the automatic stay, including lack of adequate protection. GMAC's motion for relief from the automatic stay demonstrates cause for relief from the stay for all reasons set forth in the

motion. In the aggregate, these circumstances demonstrate cause for relief from the automatic stay. **United Savings Assn. of Texas v. Timbers of Innwood Forest Assoc. Ltd. (In re Timbers of Innwood Assoc. Ltd.)**, 484 U.S. 365 (1988).

Also, there is little or no equity in the vehicle which is the subject of this motion and the vehicle is not necessary for an effective reorganization, which allows the stay to be lifted pursuant to 11 U.S.C. § 362(d)(2) and 1301. **In re Anderson**, 913 F.2d 530, 532 (8th Cir. 1990).

### **CONCLUSION**

Based on the foregoing, GMAC requests that the court issue an Order lifting and terminating the automatic stay provided by 11 U.S.C. § 362(a) and § 1301 to permit GMAC to enforce and foreclose its personal property security interest.

DATED: October 5, 2004

RIEZMAN BERGER, P.C.

**/e/ Marilyn J. Washburn**  
Marilyn J. Washburn, #0324140  
7700 Bonhomme Ave., 7th Floor  
St. Louis, MO 63105  
(314) 727-0101  
FAX (314) 727-1086  
Attorneys for GMAC

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

Case No. 04-45172 RJK  
Chapter 13

In Re:

Daniel L. Voker,

Debtor,

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**UNSWORN DECLARATION FOR PROOF OF SERVICE**

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Marilyn J. Washburn, an employee of Riezman Berger P.C., attorney licensed to practice law in this court, with office address of 7700 Bonhomme Ave., 7<sup>th</sup> Floor, Saint Louis, Missouri, 63105, declares that on October 5, 2004, I served a **Notice of Hearing for Relief from Stay, Memorandum of Law** and **Proposed Order** upon each of the entities named below by mailing to each of them a copy thereof by enclosing same in an envelope with first class postage prepaid and depositing same in the post office at Saint Louis, Missouri, addressed to each of them as follows:

(Debtor)  
Daniel L. Voker  
5636 Fremont Ave. North  
Brooklyn Center, MN 55430

(Co-Buyer)  
Teresa A. Morse  
5636 Fremont Ave. North  
Brooklyn Center, MN 55430

(Debtor's Attorney)  
Richard J. Pearson  
P.O Box 120088  
New Brighton, MN 55112

(Chapter 13 Trustee)  
Jasmine Z. Keller  
12 South 6th Street, Suite 310  
Minneapolis, MN 55402

Office of the U.S. Trustee  
1015 U.S. Courthouse  
300 South 4th Street  
Minneapolis, MN 55415

And I declare, under penalty of perjury, that the foregoing is true and correct.

Executed: October 5, 2004.

Signed: /e/ Marilyn J. Washburn

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

Case No. 04-45172 RJK  
Chapter 13

In Re:

Daniel L. Voker,

Debtor,

Teresa A. Morse,

Co-Borrower.

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**ORDER**

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The above entitled matter before the Court for hearing on \_\_\_\_\_, 2004, on the motion General Motors Acceptance Corporation, ("GMAC"), seeking relief from the automatic stay of 11 U.S.C. § 362(a) and § 1301. Appearances are as noted in the Court's record.

Based on the proceedings had on said date, the statement of counsel and all the files and records herein, the Court now find that cause exists entitling GMAC to relief from the automatic stay.

NOW, THEREFORE, **IT IS HEREBY ORDERED** that:

1. The automatic stay is granted; that GMAC may enforce its rights against the Co-Borrower and the property described as:

2001 Pontiac Montana, VIN # 1GMDX03E41D177886.

2. Notwithstanding Fed. R. Bankr. P. 4001(a)(3), this Order is effective immediately.

DATED at Minneapolis, Minnesota, this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

BY THE COURT:

---

Robert J. Kressel  
United States Bankruptcy Judge